Joseph H. Lemkin (JL-2490)
DUANE MORRIS LLP
A Delaware Limited Liability Partnership
744 Broad Street
Newark, New Jersey 07102
(973) 424-2000
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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

BANC OF AMERICA PRACTICE
SOLUTIONS, INC., as servicer for BANK OF
AMERICA, successor by merger and acquisition
to MBNA AMERICA (DELAWARE), N.A.,
assignee of Sky Bank, and as agent for U.S. Bank
Trust National Association,

Civil Action No. CV-08-04198

Plaintiff.

٧,

ALEJANDRO WILLIAMS DDS, and ALEJANDRO WILLIAMS, Individually,

Defendants.

COMPLAINT

Plaintiff, Bane of America Practice Solutions, Inc. (I/k/a MBNA Practice Solutions, Inc., if/k/a Sky Financial Solutions, Inc.) as servicer for Bank of America, N.A., successor by merger and acquisition to MBNA America (Delaware N.A.) assignee of Sky Bank and as agent for U.S. Bank Trust National Association ("BOA"), as and for its complaint against defendants Alejandro Williams, DDS ("Borrower") and Alejandro Williams, individually ("Guarantor"), alleges as follows:

 BOA is a corporation organized and existing under the laws of the State of Ohio, having an office for the transaction of business at 2740 Airport Drive, Suite 300, Columbus, Ohio 43219. BOA is authorized to conduct business in the State of New York.

- 2. Upon information and belief, Borrower is a professional corporation organized and existing under the laws of the State of New York with its principal place of business at 109 East 167th Street, Bronx, New York 10452. Upon information and belief, Borrower also operates other dental practices at the following locations: 4740 Broadway, New York, New York; 1624 University Avenue, Bronx, New York; 638 East 169th Street, Bronx, New York; 3 Dudley Place, Yonkers, NY and 35-45 Junction Boulevard, Queens, NY.
- Upon information and belief, Guarantor is an individual presently residing at 2685 Grand Course, Bronx, New York 10468.

JURISDICTION

 The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

VENUE

5. Venue is appropriate in this Court pursuant to 28 U.S.C. §1391 (c). In addition a related action was commenced by Plaintiff against the Defendants, regarding prior breaches of the same agreements discussed below, in this Court on or about October 30, 2006 (Case No.: 05-cv-1145-(dab)). The prior litigation was settled by a Stipulation and Order of dismissal entered by this Court on May 1, 2007.

FIRST CAUSE OF ACTION

(Breach of Contract)

- Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.
- 7. On or about January 28, 2002, for good and valuable consideration, Borrower entered into a Lease Agreement (the "Lease Agreement") with BOA's predecessor Sky Bank, whereby Sky Bank provided a loan (loan # 1800374-9001) in the original principal amount of

\$205,000 to the Bostower in order to finance certain equipment at the Bostower's dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the Lease Agreement is annexed hereto as Exhibit A.

- Pursuant to the terms of the Lease Agreement, Borrower agreed to make certain monthly payments to BOA as more particularly described therein.
- Borrower has defaulted under the terms of the Lease Agreement by, inter alia, 9. failing to remit payments due to BOA since January, 2008, as well as late fees and other charges due under the Lease Agreement.
- Borrower has forward several remittances to BOA which have been returned 10. due to insufficient funds.
- Despite attempts by BOA to have Defendants cure all arrears under the Lease 11. Agreement, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the Agreement and all accompanying documents.
- Through and including May 15, 2008, the total payoff due and owing by the 12. Borrower and the Guarantor to BOA (which includes, inter alia, late charges and past due interest) of \$75,912.13, plus attorneys' fees, costs and any other charges under the Lease Agreement, all of which continue to accrue.
- BOA hereby declares all sums due and to become due for the full term of the 13. Lease Agreement immediately due and payable.

SECOND CAUSE OF ACTION

(Breach of Contract)

Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as 14. though fully set forth herein.

- On or about July 29, 2003, for good and valuable consideration, Borrower 15. entered into a Finance Agreement (the "Finance Agreement") with BOA's predecessor Sky Bank, whereby Sky Bank provided a loan (loan # 1828664-9001) in the original principal amount of \$100,000.00 to the Borrower in order to provide financing for the dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the Finance Agreement is annexed hereto as Exhibit B.
- Pursuant to the terms of the Finance Agreement, Borrower agreed to make 16. certain monthly payments to BOA as more particularly described therein.
- Borrower has defaulted under the terms of the Finance Agreement, inter alia, 17. failing to pay the payments due to BOA since January, 2008, as well as late fees and other charges due under the Finance Agreement. Borrower is now due for its February, 2008 payment under the Finance Agreement.
- Despite several prior attempts by BOA to have Defendants cure all arrears 18. under the Finance Agreement, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the Finance Agreement and all accompanying documents.
- Through and including May 15, 2008, the total payoff due and owing by the 19. Borrower and the Guarantor to BOA (which includes, inter alia, late charges and past due amounts) is \$61,742.39, plus attorneys' fees, costs and any other charges under the Finance Agreement, all of which continue to accrue.
- BOA hereby declares all sums due and to become due under the Finance 20. Agreement immediately due and payable.

THIRD CAUSE OF ACTION

(Breach of Contract)

- Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as 21. though fully set forth herein.
- On or about July 30, 1999, for good and valuable consideration, Borrower 22. entered into a Secured Finance Agreement (the "SFA") with BOA's predecessor Mid Am Credit Corp., whereby it provided a loan (loan # 5781690137006500) in the original principal amount of \$27,885.70 to the Borrower in order to provide working capital and in order to finance the purchase of an x-ray machine for the dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the SFA is annexed hereto as Exhibit C.
- Pursuant to the terms of the SFA, Borrower agreed to make certain monthly 23. payments to BOA as more particularly described therein.
- Borrower has defaulted under the terms of the SFA by, inter alia, failing to pay 24. the payments due to BOA since January, 2008, as well as late fees and other charges due under the SFA.
- Despite several prior attempts by BOA to have Defendants cure all arrears 25. under the SFA, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the SFA and all accompanying documents.
- As of May 15, 2008, the payoff due and owing by the Borrower and Guarantor 26. to BOA (which includes, inter alia, late charges and past due amounts) is \$18,522.37, plus attorneys' fees, costs and any other charges under the credit agreement, all of which continue to accrue.
- BOA has and hereby declares all sums due and to become due for the full term of 27. the SFA immediately due and payable.

FOURTH CAUSE OF ACTION

(Replevin)

- BOA repeats, realleges and reiterates each of the foregoing paragraphs as 28. though fully set forth berein.
- In order to secure payment of Borrower's and Guarantor's obligations under the 29. various loan documents described in paragraphs 6 through 27 above (collectively, the "Loan Documents"), BOA obtained a first priority lien and security interest, which encumbers all of the assets of the dental practice operated by the Borrower and the Guarantor, including but not limited to assets, equipment, inventory, accounts, general intangibles, chattel paper, machinery and fixtures and the proceeds of all of the foregoing (the "Collateral"). BOA's predecessor perfected its security interest in the collateral by filing UCC-1 Financing Statement with the New York Secretary of State. A copy of the UCC-1 Financing Statement that refers to the Collateral is annexed hereto as Exhibit D
- Pursuant to the Loan Documents, upon default by the Borrower or Guarantor, 30. BOA is entitled to immediate possession of the Collateral.
- As set forth above, Borrower and Guaranter have defaulted under the Loan 31. Documents by failing to make payment to BOA when due.
- The Collateral has been intentionally and wrongfully converted and detained by 32. Borrower and Guaranter and is situated at the premises located at 109 East 167th Street Bronx, New York.
 - The fair market value of the Collateral is approximately \$1,495,000.00. 33.

This value is based upon a complete recovery of the dental practice in-place, including good will as a going concern it is based on gross income figures provided by Dr. Williams in June, 2003. On a liquidation basis. the Collateral (used dental equipment) will have de-minimis value

- Accordingly, BOA is now entitled to immediate possession of the Collateral. 34.
- Upon information and belief, the Collateral has not been taken for a tax, 35. assessment, or fine pursuant to law, nor has it been taken under an execution or attachment against the property of the Plaintiff.
 - Plaintiff hereby demands turnover of the Collateral. 36.

FIFTH CAUSE OF ACTION

(Breach of Guarantees)

- BOA repeats, realleges and reiterates each of the foregoing paragraphs as 37. though fully set forth herein.
- Guarantor personally, solely and unconditionally guaranteed all of the 38. indebtedness arising directly or contingently from the Loan Documents, including all indebtedness of Borrower. Guarantor's guarantees are contained on Exhibits A, B and C.
- As of September 28, 2006, there was due and owing and payable by Guarantor, 39. individually to BOA, as guaranter pursuant to the Loan Documents, the sum of \$80,264.66.

SIXTH CAUSE OF ACTION

(Uniust Enrichment)

- Plaintiff repeats, reiterates and realleges each of the forgoing paragraphs as 40. though fully set forth herein.
- The Borrower and Guaranter received the above described loan proceeds and 41. other valuable consideration as set forth in the Loan Documents and have full use of the proceeds of the loans without making payment therefore as required under the Loan Documents.
- Borrower and Guarantor have been unjustly enriched in an amount equal to 42. \$80,264.66, the total outstanding payments due and owing to BOA.

43. Accordingly, Borrower and Guarantor are liable to BOA in the amount of \$80,264.66, due to such unjust enrichment.

SEVENTH CAUSE OF ACTION

(Attorneys' Fees and Costs as against Borrower and Guaranter)

- 44. Plaintiff repeats, reiterates and realleges each of the forgoing paragraphs as though fully set forth herein.
- 45. The Lean Documents provide that Borrower and Guarantor are liable for all legal fees and costs incurred by BOA as a result of Borrower's and Guarantor's default.
- 46. By reason of Borrower's and Guarantor's defaults under the Loan Documents and their failure to cure the same, BOA retained attorneys to pursue collection of this matter.
- 47. Accordingly, BOA is entitled to an award of its attorneys' fees and costs incurred and to be incurred in the prosecution of this action.

WHEREFORE, BOA hereby demands judgment as follows:

- A. On the First Cause of Action:
 - Awarding a money judgment against Alejandro Williams, DDS, in the amount of \$75,912.52, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.
- B. On the Second Cause of Action:
 - Awarding a money judgment against Alejandro Williams, DDS, in the amount of \$61,742.39, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.
- C. On the Third Cause of Action:
 - Awarding a money judgment against Alejandro Williams, DDS in the emount of \$18,522.37, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

\mathbf{D}_{-} On the Fourth Cause of Action:

For an Order giving BOA possession of the Collateral, plus damages ١. for its wrongful detention; and in the event the Collateral cannot be delivered to BOA, that BOA have judgment against Defendants for the value thereof, plus damages for its wrongful detention.

E. On the Fifth Cause of Action:

Awarding a money judgment against Alejandro Williams, individually, in 1. the amount of \$80,264.66, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

On the Sixth Cause of Action: F.

Awarding a money judgment against Alejandro Williams, DDS and 1. Alejandro Williams, individually in the amount of \$80,264.66, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees

On the Seventh Cause of Action: G.

Awarding a money judgment against against Alejandro Williams, DDS 1. and Alejandro Williams, individually each in an amount to be determined for BOA's fees and costs incurred in the prosecution of this action.

By:

Any additional and further relief as may be deemed just and appropriate. H.

Respectfully submitted,

DUANE MORRIS LLP

Joseph H. Lemkin (JL-2490)

744 Broad Street Newark, N.J. 07102

Telephone (973) 424-2000 Facsimile (973) 424-2001

Attorneys for Bane of America Practice Solutions, Inc.

Dated: April 30, 2008

EXHIBITA

LEASE AGREEMENT

Prepared by Desertates

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DESCRIPTION OF LEASED ASSET(S): All accets now owned or hereafter acquired, including but not limited to, the dental practice located at 109 East 167th Bronx, MY 10452.

AGENCY DISCLAIMER

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Phone (718) 528-2525

Authorited Signature of Latiness

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Alajande Williams, DDS

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Signature of Guaranter As An Individual: Home Phone:

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DR ALEJANDRO WILLIAM

CHANGE NOTIFICATION AND ACKNOWLEDGMENT

This agreement changes and modifies the Lease/Finance Agreement between Sky Bank/Sky Finencial Solutions, Inc. (Lessor/Lender) and Alejandro Williams. DDS The modification(s) to the Lesse/Finance Agreement are (Lassee/Borrower). specified below, and may include, but are not limited to, the principal amount, term. frequency, advance payment, base payment and/or asset location.

Your signature below confirms acceptance and ecknowledgment of the following changes and modification(s) to the Lease/Finance Agreement:

Modifications are made as follows:

From:		10:	
Principal Amount	\$ 205,000,00	Principal Amount Term	\$ 206,125,00
Term Frequency	3F	Frequency	<u></u>
Advance Payment	5	Advance Payment	\$
Basa Payment	\$ 3,408.00	Base Payment	\$0.00
Description of Assets	From: All assets no Emiliod to the denta 10452	owned of hereafter acquirer if practice located at 108 E. 15	d, Including but not 7 ^{ts} , Brons, NY
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Additional Provisions	From: 64 payment	a nt \$3,408.00	· . · · · · · · · · · · · · · · · · · ·
Additional Provisions	To: 72 payments o	nt \$3,432.00, 12 payments at \$	3,428,00 .

Except as modified by this agreement, all other terms and conditions of said Leave/Finance Agreement including addenda and echodules will remain in force. This Change Notification and Acknowledgment may be executed by the Leasee/Bonoviar and delivered to Leasee/Lender by faceingle transmission, and will be effective on the date received by foreignie by LossoffLondor. Lessociflorower represents and warrante that its inculnite algustrate is the true and authoritie signature of Lossociflorower. Lessociflorower waives any claim of defense that its facelmile eignature is not outherized, authentic, or enforcable in any enforcement proceeding to enforce this Change Notification and Acknowledgment.

j.pssor/Londor:	Sky Bonc	Locace/Borrowers
U Blend	حديب	Alejandro Williams, DDS
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EXHIBIT B

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DEFINITIONS: As used in this Agreement, the majorited large set forth below shall have the following meanings: (a) "American Done" means the date set forth in box 5; (b) "Barroper" means the individual or entity wherever hearing, and box 1; and its macrouses and emigra; (c) "Coloured" means all general implicit (d) Amounts, including health-one interests required, including without hundridus: (d) Amounts, including health-one interests receivables now owned or hereful required, including without hundridus: (d) Amounts, including health-one interests receivables; (ii) Chaird Prepart; (iii) Invending (vit) Deposit Amounts; (vi) Invendent Property; (vit) Denominated in the planticular (d) Invendent Property; (vit) Denominated in the planticular planticular property and (vit) in the second and listed above at oniginal Colleges, properties of the followed, manufacture in the second and listed above at oniginal Colleges; or destruction of any of the Collegest. Any term used in the UCC and and defined in this Agreement has the meaning rivers to the term in the UCC as at a same may be meaded from them to the form in the UCC and and defined in this Agreement has the meaning rivers to the term in the UCC and set as same may be meaded from them to "Default Party" means the learn on the term in the UCC and set and prepared and the set of an interest the sever the Term; (e) "Default Party" means the heart of the followed properties of interest the in a followed properties of the property of the terms and the record of the interest that is artificated by special and learning to the party of the general properties and extractly, the individuals record the property in the Agreement (e) "Amount plant in the Agreement (e) "Amount plant and the properties of the properties of the Agreement (e) "Amount plant the properties of the properties of the same state of the properties of the properties of the same than any and the colleges of the means of the properties of the discolege symmetry of the properties of the health of the Colle

PROMISSORY NOTE: 1. Lean. Subject to the terms and condition set forth lurels. Lender their lean to Bestower the Contest Bulence. Buttower, for value sectioned promises to pay the Indubutions to the order of Lender in secondaries with

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the terms of this Agreement.

2. Conditions Present to Long. The obligation of London to advance the Principal Amount is subject to all of the conditions and requirements of this Agreement and delivery of the following required documents or other serious all of which are conditions presented (8) upon the require of London, if Bourower is comparating a condition to abstract the foreign of Bourower's perfect to a condition to the condition, or, if Bourower's perfect to according to a limited liability company, resolution of Bourower's perfect to according, as a epollowing and perfect to a factor of the condition of Bourower's perfect to according, (b) UCC flaments subjecting the execution collivery and perfect the object for the foreign to according to delivery of and according to the foreign the execution and delivery of according according to the bourous of the bourous to the foreign to according to the foreign to the perfect to comparate to be according to the foreign that the foreign of collimplated belong; (d) completes or followed as London may restrictly require to perfect in provisions and the Collisional and their them each other action as London may restrictly and followed to perfect in according to the Collisional and their their testion and followed by London to Bourower of all terms, provisions, and conditions of the Coddi Conditions and Funding Requirements issued by London to Bourower.

3. Interest. Interest will be charged at the Effective Rate on all unpaid Indebtedants, except that Bottown shell pay interest at a rate equal to the Default Rate on any Indebtedants not paid when due and on any judgment abhained by Landar except Represent of Contents of Contents of Default Represents to the Approximation of Englands to be paid by the Represent to the difference between the rem of all Monthly Payments and the Principal Armount. Buttown agrees to pay Landar instruct of the Effective Rate on the Principal Armount from the Appropriate Date to the first Payment Date.

a. Scheduled Payments. The Comment around the Acceptance of the force of internst, from and other charges permitted in this Agreement, shall be due and propriet in this Agreement, shall be due and propriet in this on the Manning Date. Until the Maturity Date, Beampure the I make Manning Payment to Lender on or being each Payment Date during the Term. All ruch mans the end payable by Bayment to Lender whill be applied that in reduce the outstanding Contact Balance, and exceed to any outstanding feet, charges, and expended parallel ander this Agreement. Any payment incrived in advance of the Acceptance Date will be applied to the last payment due under this Agreement. Beampure shall make all scheduled payments to Lender at each enderes at Lender may designate in whiles from time to time.

Londer can scrept late of partial payments, as well as payments marked "paid in fail" or with other remining a calonicaments, without losing any of its makis under this Agromment. Any payment of a smaller sum than day, and/or any partial payment intended as a payment in fail of a disputed amount under the Independency, regulates of any extensional retirition, will not constitute an extend and ratiolation, but must be tent in the previous foundary, inc., 2740 Airport Drive, String 100, Columbur, Ohio 43119-2216. Acceptant Contenue Service Manager. Any extensionations with Leader constraining the Bempure's dispute of any emphasis due under the Independency, or well as any payments of less than the fail amount due and payable hardman, must be sent in the address set from last the preceding animals. All other payments the Bempure makes inwards the Independency are to be mailed to the address the Leader sets forth on the Bempure's monthly billing statement.

5. Payerent Adjustments. Detrower hereby authorizes Lander to adjust the Monthly Payment proportionately upward or depressed if the Principal Amount charges after the Acceptance Date. Londor shall needly Bonower in writing of any such

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Please Initial

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6. Walver of Presentment, etc. Borrows hareby wrives presentated for payment, domaid, notice of compayment, natice of dislocate, protest, dotte of protest and all other natices in connection with the delivery, acceptance, performance, default or enforcement of this Agreement or any payment made presents to be terms.

7. Unconditional Obligation. Bonawer agrees that in obligation to make payment to Leader betweender is absolute and monoditional, under all characterists whenever, and shall not be allocated by any defect in the condition, design or operation of the Collision, and tack of inclination or envise of any Collision, or my state, engineer, defense or reduction which Bonower may have against Leader, or any applies, services, broken, relaction to their flats.

Set-Up For. Berrower agrees to pay Lender a standard set-up for of up to 1.75% of the Principal Associate, as expensional for Lender's costs in commences with approval and documentation of the Indebtodness. SECUTOTY AGREEMENT: 1. Security Interest. Benower grant Lender a security interest in the Collected and the proceeds of the Collected to secure payment and performance of the Indebalance.

- SECURITY AGREEMENT: 1. Security Interest. Become grant lender a security interest in the Collateral to princeds of the Collateral to perfect payment and performance of the Indebtedient.

 2. Representations, Warranties and Covenante. Successer and any Geography, when applicable, represent womant covenant and agree that [a) the Collateral shell be kept at the location specified in box 2 above, Borrower shell promptly notify Lender of any chairs in the location of the Collateral, and Borrower shell not remove the Collateral that have been at the prior various entered of Lender, except for the security office and that of expeniation of Borrower are at any forth in boxes 2 and 3 above, and Borrower shell not relocate in chief extensive office on charge in that of apparent and accept as the surveining Lender with 30 days prior various makes (c) except for the security interest protein by prior limit, resultly interest of encounters. And Borrower will defend the Collateral against all cleims and demonsts of any and all perions at any interest of encounters. And Borrower will defend the Collateral against a fine form any prior limit, resultly interest of encounters. And Borrower will defend the Collateral of inventory in the collateral of any and all perions at any interest will not sell enchange, least or otherwise of inventor of any interest in the Collateral without the prior written consent of Lander and shell not, without the consent of Lander, paramit my limit, arminy learners of encounters will allow a sell enchange in the collateral and all allowers are in a sell-and any limit, arminy learners of encounters and shell not, without the consent of Lander, paramit my limit, arminy learner of encounters and shell not, without the consent of Lander, paramiting attending the Collateral and, if Lander, has provided as famining common with proposition and allowers and any limit and allowers and the proposition and the proposition of the proposition of the proposition of the paramitic of Lander, paramiting common of any
- of monumers, increases, and Taxas. Horsower shall emission the Collectual in good condition and repair. Horsower shall, at Horsower's require, maintain increases on the Collectual against five, their and such other hearests and in such form and structure as Livelius very require. The amount of such increases shall be not less than the present and in such form and structure as Livelius very require. The amount of contracting indebtedness. Leader class has resent at an additional reserved and for the Collectual at the state of (a) the full market velos of the Collectual at the state of the market of the contract states of the contract of the collectual at the states in a state of the applied of Leader's sole allectual, inward the replacement of repair of the Collectual at the states of the property applied for an expert of the Collectual at the states and class increases abail be applied of Leader's sole allectual, inwards Leader as Benevier's attention of emission and report instructure. Become particle and the states are death for class and contract the increases and for the foreign payment of the contract against a first of the contract of the policy shall provide that the increases policy comest a contract to days' prior without action to the contract against a first of the contract against the foreign of the contract of the instructure policy foreign against the foreign of the policy shall provide the policy shall within 10 days following the data barred. Leader shall have the right, but not the obliquion, to purchase leavent against a providing the policy shall be shall be appropriated and the collectual in such accounts, from such leavent and for such providing to the collectual and provide and provide and the collectual and the collectual and pay for the maintenances and placement, and maintenances and provide and pay and discharge when a part to promptly reindomes Lander may discharge that a little of the collectual and pay for the maintenances and placements. The provide and the collectual and pay for t

ENCONDITIONAL GLARANTY. I. Guaranty. Each Communicationally, unconditionally, jointly and severally granteness the present payment when due of all indebtedants when due, Guaranty shall be proved in the state of all indebtedants when due, Guaranty shall be present you be not been the octobriding believe of all indebtedant, regardless of whether or not bendy first parties florower or exhaust any of its rights or consider against Bostower or other Security. If Guarantes of many of many than one individual or entity, each Guaranty shall be jointly and severally liable to bendy with respect to all guaranteed obliquiness, inchesing, without limitation, the indistingual.

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2. Inducement to Lender. Rach Chamater (a) achieveledges that Lender would not have extended any credit, including modit or diseased by the Indubtations, to Bonowie but fast the guaranty (b) experient and warmen that Chamator has given it's guaranty to induce Lender to extend and to continue to extend credit to Bonowie heatened and to the lender of the present that could consider has received and valuable consideration for the guaranty, (c) waves exceptance of the guaranty (f) represents and warmen that guaranty has received grown valuable consideration for the guaranty, (c) waves exceptance of the guaranty, (f) represents and warmen that guaranty has not given the Russman, includes upon the extensive plants and given the Russman, includes upon the extensive to find the Industrial formation of all Industrials and all other that date; (b) waives nother of my increases are to parliam my agreement relating to any industrialists or the Scenary.

Notice of the Scenary

5. No Reliance Such Grammin (a) wencers that he/she/it has not relied on my information about Bonower, the Security or any other guarante of the Indohedrates in providing in guaranty of the Indohedrate; (b) wencers that had emply opportunity to inventigate Bonower, Bonower's affects, the Security, and the effect that the Indohedrate will have on amply opportunity to inventigate Bonower, Bonower's affects, the Security, and the effect that the Indohedrate will have on Bonower; and (c) agrees him Lendar has 20 obligation to provide Couranties my information about Bonower at the Security.

sources; and (c) agreen that Leader has no obligation to provide theoretic may information about Bostoner or the Security.

4. Leader's Actions. Without notice to or the constant of any Guerranes, Leader may do or suffain from doing mything affecting may industrations or transfer to the following:

4. Leader's Actions. Without notice to or the constant of any Guerranes, Leader may do or suffain from doing mything affecting may Industrate the following:

4. Leader's Industrations or any Security, including, without limitation, the following:

4. Leader's Industration of the payment of any Industrations:

4. Leader's [d] selecting the Security of mythout of any Industrations (c) changing any appropriate mything to any Industrations or my Industrations of any Industrations of any Industrations of any Industrations of the content and a content and a payment of any Industrations of Industrations of

GENERAL PROVISIONS. L'Application. The following General Provisions apply to this entire Agreement including the promissory note, security agreement and guaranties.

precisionly and Authority. Each Benown and Constants represent and warrant that included has the power and authority 2. Powers and Authority . Each Benown and Constants and perform this Agreement, and citally that each of their mind the obligations beneath and to execute and delivery by Bourswers and Committee of this Agreement will not constant a replaced any function of which Bourswers or Constant and perform the constant of which Bourswers or Constant and a performance of the Agreement will not constant or Constant and Parly.

or violate any site or any contract to make personnel of Londar, Beatowar and each Cuminate (when applicable) since to it. Information to be Purplished. Upon the request of Londar, Beatowar and each Cuminate by Londar sating forth the funds, or cause in his formation in Londar (a) attended framewar that the nation of days of the end of each calcular year, (b) counts of Beatowar's and Generally in the statement of the finite days of their filling due dates; (c) annual linearist protected at each Guireater hereinder in the form required by Londar within 60 days after the end of each calcular year, and (d) such other financial information as Londar may from their to time reasonably request.

changes recommend of each Courseant herearder in the form required by Lember which 60 chys after the end of each calendar year, and (c) and other formation is Louise may from them to tion reasonably request.

4. Default Cours, American Ferry Savings Clause. Decrewer agrees to pay in the order of Lender the following first when himself: (a) if may localization in protein distance in our paid when day, Bornwar agrees to pay Lender a bits charge to compensate Lender for collecting and proteining the last man, such late charge to their protein dail the first comments in each for such late of an expensation of \$1.00 per deller of such late form or \$15.00 plus as animate charge of 1.25% per manife for the stand later for first month in which the sound have, (b) a returned charge cent to the present of \$10.00 per part of \$10.00 per part of the first part of the himself in the stand in the part of the first part of the first in the charge of \$20.00 per part of presents Lender for the time and remains of making any each cell, (d) a personal value charge of \$20.00 per part to expression Lender for the time and remains of making any work call, (e) that managers, (f) fact and certs of attempts employed by Lender for the time and of obtaining a judgment for money dampers, (f) fact and certs of attempts employed by Lender for the time and of obtaining any protections. Such protections are in part of the fact of the protection of the fact of the fac

course contemposed term.

5. Events of Default. The following shall be events of default instrumed of (Thomas of Default): (c) failure to make any payment of the Indebtedness within 10 days after it that becomes done (b) Becomes or any theoreum defaults in the payment of the ladebtedness within a traceless any experience, coverable, or wanters under this Approximate a may be approximate of the with Lender or any efficient of Lender, (c) the loss, theft defauntion, sain, and proximate or commitments of or on any Collaters); (d) attachment, execution or lavy on any Collaters); (e) dissolution, temperature examined of the property of Becomes of any Gaussian, antiquipment of the breakt of creditors by or the commitment of any part of the property of Becomes or any Gaussian, by or application of any proceedings under any backgroup or insolverny laws by or application or any Gaussian desired desired by or application (f) Becomes or any Gaussian desired desired because the gold contains

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marget, complicates, numbers all or substantially all of its exerts to a third party or techniques a substantial deterioration of financial conditions (s) as superdiment or termination relating to a fined financing substantial describing any of the Collected is improperly filed by distributes or Guinnamor; or (b) London describing increases for any other reason.

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7. Walvers. No dainy of omission by Lander in commising any sight or samedy hereunder shall impair any right of samedy, walve or species as an exquisionance to the Event of Definition office any subsequent defoult of the same or a different nature. waive or specifical and experimental to the Event of Defenit or offect any published of the same or a different nature.

6. Charles of Law, Jurisdiction: Venue. This Agreement and all maters strikes out of, resulting from or in any way concerned with the Agreement, the Individuous, the Collectual, the Security and the relationship between Bostowia, Gueranians and Lender thail be governed by interpreted under and constant in amountains with the internal laws of the Sate of Onio. Because and Gueranian shall expect and constant to be subject to the pursonal familiation of any stant or federal count advantal by Lender or its agricult and located in the Sate of Onio or in any often make it which Lender or in antiques conducts business, so that their plain is by and only to the count related by Lender or in antiques.

9. JURY MAIVER, BORROWER AND GUARANTOR EACH EXPRESSIX WAIVE ANY RIGHT TO A TRIAL INDUCEMENT TO LENDER'S EXTENDING THE INDESTITUTESS AND OTHER FENANCIAL ACCOMMODATIONS TO BURROWER.

INDESTEDNESS AND OTHER FINANCIAL ACCOMMODATIONS TO BUREOWER.

13. Constant to Service of Process. Bomower and Guillett states that my princes theyed for any suchas or proceeding humanian shall be willed by craitlett mith, return receipt requested, with delivery restricted to either the activence, in registered agent or my agent appointed in writing to accept to the process.

14. Leader's Liability Indomestry. Lender shall not be linds to Bomowy or my Guillett of any hiddent consequential, punished character of any hind or mature strictly in control with this Agreement, the Collaboral, the Indohesians of the Sections, Bertown healthy signess to Indonesity, defend and hold Lender, in permit and effiliates, and in end their officient, director, complayers and agents between from and agents all lens, including the expectes, including transmission efficients, director, complayers and agents between from and agents all lens, including the capture in a relief out of this Agreement, the consumersion of the transmission contampled the barriery or the Collisional on the Collisional of the Collisional on the Collisional of the conduct of Bostower, in efficiency from Lender by they have gones and agents and (i) a breath by Bostower of any of an convention of other summanian mortified to Lender by credit to the approach of the Agreement.

12. Financial Systemania Credit Reports, Financial information and other summanian mortified to Lender by credit

curvive expension of termination of the Agreement.

12. Financial Statements: Credit Reports. Financial information and other statements movided to Landar by credit application or otherwise to thus, complete and contect, present fauly the financial plantics of Beredwer and Guaranton as of their respective dates, and no material adverse change has occurred in the Canadial condition of Beredwer or Guaranton since the familiation of facility facts and each object and each Guaranton and Guaranton and occurred and Guaranton and occurred and occurred and occurred and content and each Guaranton authorise Lender to obtain, at Borrower and Guaranton's cost, and exchange with its officients and with non-Louder confidence and information opinion with this Agreement, and for periodic reviews, updates, constructed therein, including companies medial reports, in compension with the Agreement, and for periodic reviews, updates, constructed the committee formation and the construction of the construction of

13. Life and Directly Imprance. If required by Lowis, Borrows shall obtain level premium term life imprance on the I.3. Like and Directify interance, is required by Landar, Barrowse shall contain twen premium term like interance on the life Barrowse for the Term in the face smount of the Principal Amount. Relifyay through the Term, Barrowse may request a decrease in the face white of the life interance policy to the amount of the remaining payment under this Agreement. If required by Landar, Barrowse shall obtain distribity interance on Barrowse for the Term in the account of 60% of the largest payment due hereinder. Lendar theil be collaborably and gued under such publishes. The benefits paid under teach interance policies shall be applied to the proof of all payments one hereinder during the Term. However appoints Landar as Barrowser's attempt herein to make any claim in, receive payment of an execute or carious all documents, checks, disfus or remains of previous under such interance. If Suprover fails to obtain analyst assign the interaction of required herecodes, in

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addition to Leader's ofter remedies herein. Loades may obtain required incurance(s) on Bomower's behalf and at its agent.
Leader may: (1) require Bomower to pay those premiums in full mean written demand by Leader to Bomower. (2) and the neal groupes of these premiums for the Poincipal Amount, or (3) and the means of the premiums for obtaining and maintaining the required improvements to the Bomower's Monthly Payments. An administration for of 10% will be added to the premium amounts charged under any policy of improves obtained and maintained by Leader on Bomower's behalf.

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premium smearit charged under say policy of interests obtained and maintained by Lander on Barrower's behalf.

14. Dinding Effects Assignment; Execution. This Agreement is binding upon and shall inter to the benefit of Barrower, Outstand and Lander and each of their respective successors, hour, personal representatives and permitted analysis if any. Lander may only upon an electronically such and engagement by behand or a feature at the interest of leader by or on biblish of Barrower or any Guaranter at an authority suggestion evidencing a birring and compressed in agreement. Barrower and Guaranter may not satisfy the fights of Lander may savings in their and obligations under this appropriate theory interests that the fights of Lander's entires will not be subject to claim, defends on a smeller that Barrower have barrier. Barrower will pay Lander's assigned becomed regardless of any claims, defends or a smeller has no affiliation with such analysis a serious that Lander is not an agent of Lander's assigned and the Lander in a filliation with such analysis of any account of Marrowers.

In sevents had Berrawer may new against Leaner. Herrows against Lander in not on again of Londer's charges and Leader has an affiliation with such antiques except for each antiquest.

15. Disclaimer of Warrandes. Leader suches the warranty or representation, where express or implied, at to the value, drain, condicion, marchantability or fivest for a particular purpose or finest for use of the Collectual or any other warranty or superstance, express or implied, with support themse. It no event shall Leader be liable for any that or draining in competition with or existing out of this Agranman, the Collectual or the existence, familiating, functioning or Berrawer's use of any into or products or services provided for in this Agranman.

16. Affectionation. The Balditry of each Borrower and each Observation is joint and several for the payment and performance of all of Borrower's chiliptocar under this Agranman. Berrawer and Commune open that there are other conditions or marinables; which are not expressed in the Agranman. The declaration of invalidity of any provisions of their marinal pot affect any part of the remainder of in provisions. Until Lander and Borrower about each other of any new address in white, any workers not extinct mail to the address provided threat for such party. Lander's rights are summarine by fort class, oversight or crafting and not the address provided threat for such party. Lander's rights are summarine and party of the crafting of the appropriate and coversions or crafting any account the classing of Removers form the countries and distributions and coversions or conditions for such party. Lander's rights are summarine and the form of any period of such prescribed by Leader.

17. Propagments and Portiol Payments. Borrower may not prepay the Indebtedness in whole only any paying Lander on annount equal to (a) the stem outstanding Principal Amonet, plus for from the Agranman party of the original Principal Amonet, if prepayment outsers for the from the Agranman Date. Borrower thall pay

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ASSET PURCHASE AUTHORIZATION & ACCEPTANCE

Borrower agrees that as of the Acceptance Dates (a) Borrower has received and impacted any Equipment purchased with the proceeds of this loan, (b) such Equipment is in good working order and compiles with the purchase orders/contracts, (c) Borrower irrevocably accepts the Equipment for purposes of this loan "as-is, where-is, while all faults," and (d) Borrower unconditionally waives any right it may have to rovoke in acceptance of the Equipment.

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